UNITED STATES BANKRUPTCY COURT DISTRICT OF MASSACHUSETTS

In re:

Devon G. Brooks

Chapter 13

Debtor

Case No. 12-18547

SUPPLEMENTAL DECLARATION IN SUPPORT OF MOTION FOR RELIEF FROM AUTOMATIC STAY

- I, Kimberly Ramsey declare under penalty of perjury as follows:
- 1. I am a/an <u>Vice President Loan Documentation of Wells Fargo Bank, N.A.</u> ("Wells Fargo") and am authorized to sign this supplemental declaration on behalf of Wells Fargo as servicing agent for HSBC Bank USA, National Association as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Asset-Backed Pass-Through Certificates, Series 2007-PA3. This supplemental declaration is provided in support of the Motion for Relief from Stay (the "Motion") filed contemporaneously herewith.
- 2. As part of my job responsibilities for Wells Fargo, I have personal knowledge of and am familiar with the types of records maintained by Wells Fargo in connection with the account that is the subject of the Motion (the "Account") and the procedures for creating those types of records. I have access to and have reviewed the books, records and files of Wells Fargo that pertain to the Account and extensions of credit given to Debtor concerning the property securing such Account.
- 3. The information in this supplemental declaration is taken from Wells Fargo's business records regarding the Account. The records are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; and (b) kept in the course of Wells Fargo's regularly conducted business activities. It is the regular practice of Wells Fargo to create and make such records.

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- 4. The Debtor has executed and delivered or is otherwise obligated with respect to the attached promissory note (the "Debt Agreement"). Pursuant to the attached Mortgage (the "Security Instrument"), all obligations of the Debtor(s) under and with respect to the Debt Agreement and the Security Instrument are secured by the property referenced in the Motion. The terms of the Debt Agreement were amended by the attached loan modification agreement entered into by and between Wells Fargo and the Debtor(s) dated September 29, 2010 (the "Loan Modification Agreement").
- 5. As of April 18, 2017, there are one or more defaults in paying post-petition amounts due with respect to the Debt Agreement.
 - 6. As of April 18, 2017, the unpaid principal balance of the Debt Agreement is \$414,247.60.
- 7. The following chart sets forth those post-petition payments, due pursuant to the terms of the Debt Agreement, that have been missed by the Debtor as of April 18, 2017:

Number of Missed Payments	From	То	Missed Principal and Interest	Missed Escrow (if applicable)	Monthly Payment Amount	Total Amounts Missed
12	November 1, 2012	October 1, 2013	\$1,791.16	\$504.15	\$2,295.31	\$27,543.72
3	November 1, 2013	January 1, 2014	\$1,984.06	\$504.15	\$2,488.21	\$7,464.63
9	February 1, 2014	October 1, 2014	\$1,984.06	\$862.36	\$2,846.42	\$25,617.78
1	November 1, 2014	November 1, 2014	\$2,180.58	\$862.36	\$3,042,94	\$3,042,94
11	December 1, 2014	October 1, 2015	\$2,180.58	\$497.94	\$2,678.52	\$29,463.72
1	November 1, 2015	November 1, 2015	\$2,379.53	\$497.94	\$2,877.47	\$2,877.47
11	December 1, 2015	October 1, 2016	\$2,379.53	\$1,468.27	\$3,847.80	\$42,325.80
6	November 1, 2016	April 1, 2017	\$2,503.79	\$586.74	\$3,090.53	\$18,543.18
Less post-petition partial payments (suspense balance):						

Total:

\$155,160.19

8. As of April 18, 2017, the total post-petition arrearage/delinquency needed to cure the post-petition default is \$155,160.19, consisting of (i) the foregoing total of missed post-petition payments in the amount of \$155,160.19, plus (ii) the following post-petition fees.

¹ The total of missed post-petition payments for this impounded loan include any missed escrow payments. Such missed escrow payments include amounts assessed for taxes and insurance and any previously assessed escrow shortage amount (if applicable). To avoid duplication, post-petition advances (if any) made for insurance, real estate taxes, or similar charges are not listed

Description	Amount
N/A	\$0.00

- 9. The following documents are attached as exhibits and incorporated herein by reference:
 - (a) Attached hereto as Exhibit A is a true and correct copy of the Debt Agreement.
 - (b) Attached hereto as Exhibit B is a true and correct copy of the Mortgage.
- (c) Attached hereto as Exhibit C is a true and correct copy of the Loan Modification Agreement.
 - (d) Attached hereto as Exhibit D is a post-petition payment history.

I hereby declare under penalty of perjury under the laws of the United States of America that the

foregoing is true and correct. Executed this \(\frac{1}{4} \) day of \(\frac{1}{4} \)

Name: Kimberly Ramsey

Title: Vice President Loan Documentation

Wells Fargo Bank, NA as servicing agent for HSBC

Bank USA, National Association as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Asset-Backed Pass-Through Certificates, Series 2007-PA3